

UNITED STATES DISTRICT COURT

DISTRICT OF MASSACHUSETTS

CENTRAL SECTION

FILED  
CLERK'S OFFICE

JUN 14 P 12:39

U.S. DISTRICT COURT  
DISTRICT OF MASS.

JOHN J. HALLORAN,  
Plaintiff

V.

RJM CORPORATION and RICHARD J.  
MONRO,  
Defendants

CIVIL ACTION NO.

**04-40110**

**COMPLAINT AND DEMAND FOR TRIAL BY JURY**

**INTRODUCTION**

This is an action brought by the former Vice President and General Manager of the defendant RJM Corporation ("RJM") to enforce contractual obligations of the defendant to comply with its severance obligations, including payment of six months' severance, following his termination without cause on February 13, 2004. The plaintiff also asserts claims for violation of the Connecticut wage laws, Conn. Gen. Stat. §31-71 *et seq.* and intentional interference by the president and chief executive officer with his contractual relationship with RJM.

**PARTIES**

1. The plaintiff, John J. Halloran, is an individual residing at 52 Whisper Drive, Worcester, Massachusetts.
2. The corporate defendant, RJM Corporation, is a corporation with a principal place of business at 101 Merritt 7, Norwalk, Connecticut, 06851.

RECEIPT # 404344  
AMOUNT \$ 150.00  
SUMMONS ISSUED NO  
LOCAL RULE 4.1 \_\_\_\_\_  
WAIVER FORM \_\_\_\_\_  
MCF ISSUED \_\_\_\_\_  
BY DPTY. CLK. mt  
DATE 6/14/04

3. The individual defendant, Richard J. Monroe, is an individual residing in Scottsdale, Arizona. At all times relevant hereto, Mr. Monroe is the President and Chief Executive Officer of RJM.

### **JURISDICTION AND VENUE**

4. This Court has jurisdiction over this action pursuant to 28 U.S.C. §1332(a) because it is between citizens of different states and the amount in controversy exceeds \$75,000.

5. Venue is proper in this district and section pursuant to 28 U.S.C. §1391(c) and Local Rule 40.1(D)(1)(c).

### **FACTUAL ALLEGATIONS**

6. On or about April 11, 2001, the plaintiff and RJM Corporation entered into an Employment Agreement, a true copy of which is attached as Exhibit A (the "Agreement").

7. Under the terms of the Agreement, the plaintiff was employed as Vice President and General Manager of the Combustion and Environmental Group of RJM.

8. The Agreement contained a severance provision which provided as follows:

**Termination by RJM Without Cause.** If RJM terminates your employment without "cause" (as defined below), within five (5) years of the date you commence employment with RJM, RJM's sole obligation will be to provide you with salary through your termination date, plus unused vacation pay in accordance with RJM's policies, a severance payment equal to six (6) months base salary to be paid in equal installments in accordance with RJM's normal payroll practices commencing with your termination date and medical coverage at the same rate as for active employees for the six (6) month period. You shall not be entitled to any unearned performance bonus or other compensation.

9. The plaintiff commenced employment with RJM on or about April 16, 2001.

10. The plaintiff's base salary as provided for in the Agreement was \$240,000.00 per year.

11. On or about February 13, 2004, RJM and Mr. Monroe terminated the employment of the plaintiff without cause.

12. RJM did not make the severance payments in breach of the Agreement.

13. On or about March 9, 2004, the plaintiff made demand upon RJM to fulfill its severance obligations under the Agreement.

14. RJM made no response to that demand other than to continue the plaintiff's medical coverage.

### **COUNT I**

#### **BREACH OF CONTRACT v. RJM CORPORATION**

15. The plaintiff repeats and realleges the allegations set forth in the preceding paragraphs.

16. The plaintiff fully and completely performed his obligations under the Agreement.

17. RJM breached its obligations under the Agreement by failing to pay the severance payments.

18. As a direct and proximate result, the plaintiff has suffered damages totaling \$120,000.00.

### **COUNT II**

#### **VIOLATIONS OF CONNECTICUT WAGE ACTS v. RJM CORPORATION AND RICHARD J. MONRO**

19. The plaintiff repeats and realleges the allegations set forth in the preceding paragraphs.

20. The plaintiff was an employee earning wages as those terms are defined in Conn. Gen. Stat. §31-71a.

21. RJM and Mr. Monroe were employers as that term is defined in Conn. Gen. Stat. §31-71a and case law.

22. Conn. Gen. Stat. §31-71e prohibits an employer from withholding any portion of an employee's wages with certain exceptions not applicable to the facts in the case at bar.

23. During the course of the plaintiff's employment, RJM withheld portions of the plaintiff's wages in violation of Conn. Gen. Stat. §31-71e.

24. The unlawful withholding by RJM and Mr. Monroe began in January of 2002 and continued throughout the plaintiff's employment.

25. The amount of wages withheld from the plaintiff totaled \$124,602.46. Of that amount, \$58,153.85 was unlawfully withheld in 2002, \$45,240.38 was unlawfully withheld in 2003, and \$21,208.23 was unlawfully withheld in 2004.

26. The defendants made payment of those withheld sums on February 20, 2004.

27. In addition, as described above, the defendants have unlawfully withheld severance wages due and payable under the Agreement in the amount of \$120,000.00.

28. The defendants' actions in withholding the plaintiff's wages were arbitrary, unreasonable, or in bad faith.

29. Pursuant to Conn. Gen. Stat. §31-72, the plaintiff is entitled to recover twice the full amount of such wages unlawfully withheld, with costs and such reasonable attorney's fees as may be allowed by the Court.

### **COUNT III**

#### **TORTIOUS INTERFERENCE v. RICHARD J. MONRO**

30. The plaintiff repeats and realleges the allegations set forth in the preceding paragraphs.

31. The plaintiff and RJM had a contractual relationship which provided for severance payments to be made by RJM to the plaintiff.

32. The defendant Mr. Monroe tortiously interfered with the contractual relationship between the plaintiff and RJM and caused RJM not to make the severance payments required under that Agreement.

33. The conduct of Mr. Monroe in interfering with the contractual relationship between the plaintiff and RJM was motivated by an improper motive or undertaken utilizing improper means.

34. As a direct and proximate result of Mr. Monroe's tortious interference with his contractual relationship, the plaintiff has suffered damages in the amount of \$120,000.00.

**WHEREFORE**, the plaintiff demands judgment against the defendants jointly and severally as follows:

1. for such actual damages as may be proven at trial, but said sum not less than the contractual severance payments of \$120,000.00;
2. for the multiplication of the amounts unlawfully withheld totaling \$244,602.46 pursuant to Conn. Gen. Stat. §31-72;
3. for reasonable attorney's fees pursuant to Conn. Gen. Stat. §31-72;
4. for costs of suit and interest; and
5. for such other and further relief as the Court may deem just and proper.

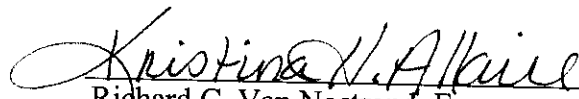
**JURY DEMAND**

John J. Halloran requests a trial by jury on all Counts of this Complaint.

Respectfully submitted,

JOHN J. HALLORAN

By his attorney,

  
Richard C. Van Nostrand, Esq.

BBO #507900

Kristina H. Allaire, Esq.,

BBO #646001

Mirick, O'Connell, DeMallie & Lougee, LLP

100 Front Street

Worcester, MA 01608-1477

Phone: (508) 791-8500

Fax: (508) 791-8502

Dated:

*June 14, 2004*

## CIVIL COVER SHEET

the JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## (a) PLAINTIFFS

John J. Halloran  
52 Whisper Drive  
Worcester, MA 01609

## DEFENDANTS

RJM Corporation and Richard J. Monro  
101 Merritt & 7910 E. LaJunta Road  
Norwalk, CT 06851 Scottsdale, AZ 85255

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Worcester  
(EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT \_\_\_\_\_  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) ATTORNEYS (FIRM NAME, ADDRESS AND TELEPHONE NUMBER)

Richard C. Van Nostrand, Esq.  
Mirick O'Connell  
100 Front Street  
Worcester, MA 01608-1477  
(508) 791-8500

ATTORNEYS (IF KNOWN)

## BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

- 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)  
2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- |   | PTF                                 | DEF                                 |   | PTF                      | DEF                      |
|---|-------------------------------------|-------------------------------------|---|--------------------------|--------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Incorporated or Principal Place of Business in This State     | <input type="checkbox"/> | <input type="checkbox"/> |
| Citizen of Another State                | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> | <input type="checkbox"/> |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/>            | <input type="checkbox"/>            | Foreign Nation  | <input type="checkbox"/> | <input type="checkbox"/> |

## I. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

## NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
110 Insurance 120 Marine 130 Miller Act 140 Negotiable Instrument 150 Recovery of Overpayment & Enforcement of Judgment 151 Medicare Act 152 Recovery of Defaulted Student Loans (Excl. Veterans) 153 Recovery of Overpayment of Veteran's Benefits 160 Stockholders' Suits 170 Other Contract 195 Contract Product Liability	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury Med. Malpractice <input type="checkbox"/> 365 Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 881 HIA (1395m) <input type="checkbox"/> 882 Black Lung (923) <input type="checkbox"/> 883 DWC/DIWW (405(g)) <input type="checkbox"/> 884 SSID Title XVI <input type="checkbox"/> 885 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 881 Agricultural Acts <input type="checkbox"/> 882 Economic Stabilization Act <input type="checkbox"/> 883 Environmental Matters <input type="checkbox"/> 884 Energy Allocation Act <input type="checkbox"/> 885 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 990 Other Statutory Actions
<b>REAL PROPERTY</b> 210 Land Condemnation 220 Foreclosure 230 Rent Lease & Ejectment 240 Torts to Land 245 Tort Product Liability 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights <b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Habeas Corpus General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights			

## I. CAUSE OF ACTION

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE  
DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

Breach of contract action brought in this Court pursuant to 28 U.S.C. Section 1332(a) between citizens of different states and where the amount in controversy exceeds \$75,000. The plaintiff has also brought a cause of action for tortious interference with contract and violations of Conn. Gen. Stat. Section 31-71 et seq.

## II. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION  
☐ UNDER F.R.C.P. 23

DEMAND \$364,602.46  
Plus Attorneys Fees  
and costs

CHECK YES only if demanded in complaint:  
JURY DEMAND: ☐ YES ☐ NO

III. RELATED CASE(S) (See instructions):  
IF ANY

JUDGE n/a

DOCKET NUMBER \_\_\_\_\_

DATE

SIGNATURE OF ATTORNEY OF RECORD

6/11/04

*Richard C. Van Nostrand*

OFFICE USE ONLY

Richard C. Van Nostrand, Esq.

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG JUDGE \_\_\_\_\_

